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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION**

AM 11:01

G.A.K. a Minor,
By His Guardians Phyllis Kinney
and Timothy Kinney, Sr., Malynda Nichols
and Timothy G. Kinney, II

Case No: ~~2:04-CV-094~~ *ae*

2:04-CV-94

The Honorable Richard Alan Enslen

Plaintiffs,

vs.

UNITED STATES OF AMERICA AND
CHIPPEWA COUNTY WAR MEMORIAL HOSPITAL
a Michigan corporation, jointly and severally

Defendants.

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**ORDER APPROVING SETTLEMENT ON BEHALF OF MINOR,
AS TO DEFENDANT UNITED STATES OF AMERICA AND PAYMENT OF
ATTORNEY FEES AND REIMBURSEMENT OF COSTS EXPENDED**

At a session of said Court, held in the
United States District Court for the
Western District of Michigan:

ON: January 9, 2006

PRESENT: HON. RICHARD A. ENSLEN
JUDGE

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On this 9th day of January, 2006, the above-captioned actions came on for hearing and approval by the Court as to the reasonableness of a settlement between the United States of America and G.A.K., a minor. Plaintiffs appeared individually and through counsel of record. Plaintiff G.A.K. appeared through his Guardians, Phyllis Kinney and Timothy Kinney, Sr., and his Guardian Ad Litem, Thomas J. Veum,. Defendant United States of America appeared through counsel.

The complete and precise terms and conditions of the settlement are set forth in the Stipulation for Compromise Settlement and Release of Federal Tort Claims Pursuant to 28 U.S.C. § 2677 (hereinafter "Stipulation for Compromise") and the Irrevocable Reversionary Inter Vivos Medical Care Trust for the Benefit of G.A.K. (hereinafter "Irrevocable Reversionary Medical Care Trust"), attached as Exhibits "1" and "2". The Court has reviewed the Stipulation for Compromise and the Irrevocable Reversionary Medical Care Trust, taken testimony, and heard arguments in favor of this settlement. The Court is fully informed of the specifics of the full and final terms and conditions of the settlement. The Court finds that this settlement is fair, reasonable and in the best interest of G.A.K., a minor. The Court additionally understands that this settlement is contingent upon the satisfaction of the terms set forth in Exhibits 1 and 2, including the necessity of the approval by the Attorney General of the United States, and a release and waiver in favor of the United

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States by any State, any other public entity, or any private entity or individual with respect to any and all claims any such State, other public entity, or private entity or individual may have now or in the future against the United States (and its agents, servants and employees) arising out of the subject matter of this action.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the settlement, as set forth in Exhibits 1 and 2, is hereby approved. It is further Ordered that Phyllis Kinney, as grandparent and guardian of G.A.K. and Thomas J. Veum, as Guardian Ad Litem of G.A.K., are authorized and required to sign the Stipulation for Compromise and the Irrevocable Reversionary Medical Care Trust, along with any other documents that are necessary to consummate this settlement, on behalf of G.A.K.

The stipulation for Compromise, Irrevocable Reversionary Medical Care Trust, and any other documents that are necessary to consummate the settlement shall contain the full name, date of birth, and social security number of G.A.K., but shall not be filed with the Court..

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the "settlement amount" of \$2,750,000.00 shall be distributed according to the terms and conditions of the Stipulation for Compromise. It is further Ordered that attorneys' fees, payable by the plaintiffs in this action, shall be twenty-five percent (25%), to wit: \$687,500.00, of the settlement amount and shall be

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paid as provided in the Stipulation for Compromise. Any fees of the Guardian Ad Litem for legal services shall be paid out of the attorneys' fees, as approved above by the Court and not in addition thereto. The Court finds that the costs and expenses associated with the litigation, including any costs and expenses of the Guardian Ad Litem, are \$52,756.44 and that such costs and expenses are fair, reasonable, and necessary.¹ It is hereby Ordered that such costs and expenses are approved and are to be paid as provided in the Stipulation for Compromise. The Court finds that plaintiffs are legally responsible for any and all liens or claims for payment or reimbursement, including any liens or claims for payment or reimbursement by Medicaid or healthcare providers. The Court hereby Orders plaintiffs, by and through their attorneys, to satisfy or resolve any and all such liens or claims for payment or reimbursement asserted by any individual or entity. The Court further orders that plaintiffs and their attorneys shall provide to the United States the information required by the Stipulation for Compromise regarding the satisfaction or resolution of such liens or claims for payment or reimbursement within the time specified in said Stipulation for Compromise. The Court further Orders that plaintiffs' attorneys shall not distribute to plaintiffs any of the amount payable to them directly pursuant to the Stipulation for Compromise unless and until such liens or claims for payment or reimbursement have been satisfied or resolved.

¹ The firm will retain \$2,500.00 to satisfy any additional expenses which have not yet been billed and upon satisfaction of all outstanding costs and expenses, the balance will be paid to plaintiffs.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiffs, upon final execution of the Stipulation for Compromise and the Irrevocable Reversionary Medical Care Trust and after the payment of the settlement amount by the United States, shall cause to be filed with the Court a dismissal of these actions with prejudice, with each party bearing its own costs, expenses and fees.

Dated: January 9, 2006

/s/ Richard Alan Enslen
Judge

APPROVED AS TO FORM AND CONTENT:

Executed this 5th day of January, 2006


J. Joseph Rossi
Assistant United States Attorney
Attorney for United States of America

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Executed this 5 day of January, 2006

A handwritten signature in black ink, appearing to read 'M. E. Schneider', is written over a horizontal line.

Morton E. Schneider
Attorney for Plaintiffs

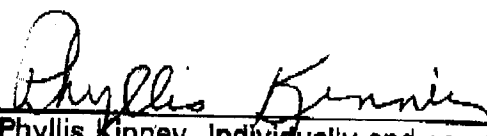
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Executed this 5 day of January, 2006


Phyllis Kinney, Individually and as
Guardian of G.A.K., minor

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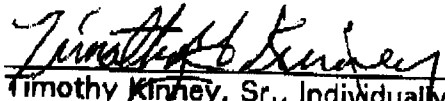
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Executed this 5 day of January, 2006


Timothy Kinney, Sr., Individually and as
Guardian of G.A.K., minor

Executed this 5 day of January, 2006



Timothy G. Kinney, II., Individually and as
Parent of G.A.K., minor


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Executed this 4th day of January, 2006



Malynda Nichols, Individually and as
Parent of G.A.K., minor

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